



CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
COUNCIL CHAMBERS**

**MONDAY, JUNE 25, 2007
7:00 P.M.**

OPENING MATTERS

CALL TO ORDER

INVOCATION: Rev. Phillip Keevil, First Presbyterian Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AND PRESENTATIONS

Council Commendations:

Commending the Reading is Fundamental Program, accepted by Fire Marshall Todd Yeager.

Mayoral Proclamations:

PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or who shall become unruly while addressing Council may be called to order by the Presiding Officer, and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order. Those commenting on an agenda business shall speak at the beginning of the

meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes.

No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's presentation. Citizens may not ask questions of Council member or other elected or public official in attendance.

APPROVAL OF AGENDA AND MINUTES

2. **AGENDA:** Council Meeting of June 25, 2007.

3. **MINUTES:** Council Meeting of June 11, 2007
Special Meeting of June 12, 2007

4. CONSENT AGENDA

Resolution- approving an application to Penn Dot for the installation of a traffic signal at the intersection of North 13th and Elm Streets. **(Traffic Engineering)**

5. ADMINISTRATIVE REPORTS

6. FINANCE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORTS FROM DIRECTORS & BOARDS AUTHORITIES AND COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

Tabled Pending Further Discussion:

Bill No. 16- amending the City of Reading Codified Ordinances by regulating advertisements for the sale of real estate in the City of Reading. **(Waltman/Goodman-Hinnershitz)** *Introduced and tabled at the 03/12/07 meeting of Council.*

Bill No. 22- amending Chapter 20, Part 1 Solid Waste, of the City of Reading Codified Ordinances. **(Managing Director)** *Introduced at the 03/12/07 meeting of Council; tabled at the 03/26/07 and 04/09/07 meeting of Council; discussed at the 04/16/07 Work Session; will remain tabled pending a public meeting.*

Bill No. 27- authorizing the Mayor to enter into agreement terminating the Clinton F. Earl Trust. **(Managing Director/Solicitor)** *Introduced at the 03/26/07 meeting of Council; tabled at the 04/09/07 meeting of Council.*

Bill No. 28- amending Chapter 11, Housing, of the City of Reading Codified Ordinances. **(Managing Director/Solicitor)** *Introduced at the 03/12/07 meeting of Council; tabled at the 03/26/07 meeting of Council*

Bill No. 31- amending the City of Reading Codified Ordinances, by amending Chapter 11 Housing, Part 1 Rental Occupancy Permits, Section 102 Definitions and Section 103 Permits Required. **(Spencer)** *Introduced at the 04/09/07 meeting of Council; discussed during*

Bill No. 40- conveying, for \$1,000.00, a parcel known as the Chester Street Lot to Mr. John Weidner. **(Public Works Committee/Council Staff)** *Introduced at the 05/14/07 meeting of Council; discussed and endorsed at the 04/16/07 Public Works Committee meeting; tabled at the 05/29/07 meeting of Council; discussed and tabled at the 06/11/07 meeting of Council pending amendment to the proposed contract.*

Bill No. 43- amending the 2007 General Fund budget to increase the appropriation to BCTV 10 \$170,000.00, from \$160,000.00. **(Managing Director)** *Introduced at the 05/29/07 meeting of Council; has not satisfied the two week layover period and must remain on the table until the 06/25/07 meeting of Council.*

Bill No. 44- approving a Capital Grant to BCTV, in the amount of \$192,422.00. **(Managing Director)** *Introduced at the 05/29/07 meeting of Council; has not satisfied the two week layover period and must remain on the table until the 06/25/07 meeting of Council.*

Bill No. 45- renewing a contract with BCTV, for a period of seven years; with the contract beginning in the amount of \$170,000.00 and increasing by \$5,000.00 annually over the length of the agreement. **(Managing Director)** *Introduced at the 05/29/07 meeting of Council; has not satisfied the two week layover period and must remain on the table until the 06/25/07 meeting of Council.*

Bill No. 46- authorizing the Mayor to renew a lease agreement with Easter Seals of Eastern Pennsylvania for the premises known as Camp Lilly. **(Managing Director)** *Introduced at the 06/11/07 meeting of Council.*

Bill No. 47- entering into Agreement with Alvernia College for the lease of improvements made at Angelica Park. **(Managing Director/Solicitor) *Introduced at the 06/11/07 meeting of Council.***

Bill No. 48- increasing the salary of the Finance Director to \$75,000.00 per year. **(Managing Director) *Introduced at the 06/11/07 meeting of Council.***

Bill No. 49- appropriating \$200,000.00 from the General Fund Budget to fund a fire training class for ten (10) individuals. **(Managing Director) *Introduced at the 06/11/07 meeting of council.***

Bill No. 50- authorizing the Mayor to renew a lease agreement with Alvernia College for the continued use of the Reading Police Academy. **(Managing Director/Solicitor) *Introduced at 06/11/07 meeting of Council.***

Bill No. 51- authorizing the conveyance of 1900 Centre Avenue to Colonial Electric Supply and authorizing the Mayor to execute all requisite documents for undertaking this conveyance. **(Solicitor) *Discussed at the 05/21/27 Council Work Session; introduced at the 06/11/07 meeting of Council.***

Bill No. 52- authorizing the permanent revision of existing traffic patterns and regulations, to remove one way travel restrictions southbound on 12th street, from Elm Street to Birch Street and north bound on 12th, from Elm Street to Walnut Street. **(Solicitor) *Introduced at the 06/11/07 meeting of Council.***

Bill No. 53- authorizing the permanent revision of existing traffic patterns and regulations, to remove one way travel restrictions eastbound on Walnut Street, from 12th Street to Birch Street and westbound on Walnut Street between 12th and 13th Streets. **(Solicitor) *Introduced at the 06/11/07 meeting of Council.***

10. INTRODUCTION OF NEW ORDINANCES

Ordinance- amending the Codified Ordinances Chapter 1, Part 5, by adding a new section "O", creating the City of Reading Diversity Board. **(Waltman)**

Ordinance- increasing the salary of Frank Kasproicz, Library Executive Director to \$67,087.00 per year. **(Managing Director)**

11. RESOLUTIONS

Resolution- approving the exoneration of City taxes owed on the property located at 1729 Centre Avenue, which is owned by Total Family Christian Center Inc.
(Council Staff) Exoneration hearing held on 05/23/07; tabled at the 06/11/07 meeting of Council.

Resolution- promoting Sergeant Stephen D. Powell to the rank of Lieutenant
(Police Chief)

Resolution- appointing Alfred Huff to the Environmental Advisory Board.
(Administrative Oversight)

Resolution- appointing Neil Brantley to the Environmental Advisory Board.
(Administrative Oversight)

Resolution- appointing Stephen Fuhs to represent Council on the Blighted Property Review Committee. **(Administrative Oversight)**

PUBLIC COMMENT - GENERAL MATTERS COUNCIL BUSINESS / COMMENTS COUNCIL MEETING SCHEDULE

Committee of the Whole-Mon, June 25th, Council Offices 5:00p.m.
Regular Meeting-Mon, June 25th, Council Chambers 7:00p.m.

Meeting with the Mayor- Wed, June 26th, Mayor's Office 4:00p.m.

Finance Committee-Mon, July 2nd, Council Office 5:00p.m.
Administrative Oversight Committee-Mon, July 2nd, Council Office 5:00p.m.

4th of July- Wed, July 4th, City Hall Closed

Committee of the Whole-Mon, July 9th, Council Offices 5:00p.m.
Regular Meeting-Mon, July 9th, Council Chambers 7:00p.m.

AGENDA MEMO

TO: City Council
PREPARED BY: John Giardiello
MEETING DATE: June 25, 2007
AGENDA MEMO DATE: June 19, 2007
REQUESTED ACTION: Council approve a resolution to apply to Penn Dot for the installation of a traffic signal at the intersection of North 13th and Elm Streets.

RECOMMENDATION:

The Administration recommends Council approve a resolution to apply to Penn Dot for the installation of a traffic signal at the intersection of N. 13th & Elm Streets.

BACKGROUND:

Requested by Traffic Planner.
Part of the Reading Citadel Intermediate High School project.

BUDGETARY IMPACT:

The cost to supply energy to this signalized intersection is approximately \$48.00/month.

PREVIOUS ACTION:

None

SUBSEQUENT ACTION:

None

RECOMMENDED BY:

Traffic Planner, Public Works Director, Managing Director and Mayor.

RECOMMENDED MOTION:

Approve the request to apply to Penn Dot for the installation of a traffic signal at 13th & Elm Streets.

RESOLUTION NO. _____

FOR ADDITIONAL STREET LIGHTS

WHEREAS, the City of Reading, Berks County desires to erect, operate and maintain traffic signals on North 13th Street (S.R.2009) at its intersection with Elm Street and

WHEREAS, the Vehicle Code requires the approval of the Secretary of Transportation before any signals may be legally erected or reconstructed, and

WHEREAS, the Department of Transportation requires an engineering drawing of location, the City of Reading will prepare such drawing in conformance with the instructions provided by the Department,

NOW, THEREFORE, BE IT RESOLVED, that traffic signals be erected at the above mentioned location, subject to the approval of the Secretary of Transportation, and his approval is hereby requested, and

BE IT FURTHER RESOLVED, that, in the event a traffic signal permit is approved after proper investigation, the City of Reading will be bound by the following provisions:

The traffic signals shall be installed and maintained in accordance with the Vehicle Code and the Regulations for traffic signs, signals and markings of the Department of Transportation, and

Should future highway or traffic conditions, or legal requirements, necessitate alteration of the construction or operation, or hours of operation, or removal of the traffic signals at the above mentioned location, they shall be altered or removed when and as directed by the Secretary of Transportation.

PASSED COUNCIL _____ 2007

By: _____
President of Council

Attest:

City Clerk

BILL NO. _____

AN ORDINANCE

**AMENDING THE GENERAL FUND BUDGET FOR THE CITY OF READING
INCLUDING REVENUES AND EXPENSES FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2007 AND ENDING DECEMBER 31, 2007 TO INCREASE THE
APPROPRIATION TO BCTV FROM \$160,000.00 TO \$170,000.00**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Ordinance 76-2006 setting forth the budgeted revenues and expenses for the general fund of the City of Reading for the fiscal year beginning January 1, 2007, and ending December 31, 2007, shall be amended to increase the appropriation to BCTV.

SECTION 2. All other items, parts, sections, etc. of the General Fund Budget for the City of Reading including Revenues and Expenses for the Fiscal Year beginning January 1, 2007 and ending December 31, 2007 shall remain in effect and unchanged.

SECTION 3. This ordinance shall be effective ten (10) days after its adoption, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

BILL NO. _____

AN ORDINANCE

**AMENDING THE GENERAL FUND BUDGET FOR THE CITY OF READING
INCLUDING REVENUES AND EXPENSES FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2007 AND ENDING DECEMBER 31, 2007, BY AUTHORIZING A
CAPITAL GRANT TO BCTV IN THE AMOUNT OF \$192,500.00**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Ordinance 76-2006 setting forth the budgeted revenues and expenses for the general fund of the City of Reading for the fiscal year beginning January 1, 2007, and ending December 31, 2007, shall be amended to reflect the issuance of a capital grant in the amount of \$192,500.00 to BCTV.

SECTION 2. All other items, parts, sections, etc. of the General Fund Budget for the City of Reading including Revenues and Expenses for the Fiscal Year beginning January 1, 2007 and ending December 31, 2007 shall remain in effect and unchanged.

SECTION 3. This ordinance shall be effective ten (10) days after its adoption, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

BILL NO. _____-2007

A N O R D I N A N C E

**AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT
BETWEEN THE CITY OF READING AND BERKS COMMUNITY TELEVISION.**

WHEREAS, the City of Reading reached an agreement with Comcast of New Mexico, LLC (Comcast) for the renewal of a cable franchise agreement; and

WHEREAS, pursuant to the terms set forth in the agreement between the City of Reading and Comcast, the City of Reading receives annual revenues, between \$650,000 and \$700,000.00, in the form of franchise fees; and

WHEREAS, the City of Reading has had prior agreements with Berks Community Television (BCTV), which provided for annual appropriations to cover operating expenses; and

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY
ORDAINS AS FOLLOWS:**

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate the entering into an agreement between the City of Reading and Berks Community Television for the provision of an annual appropriation as described in the attachment.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(Council Staff)

AGREEMENT

This Agreement entered into this day of , 2007, by and between the City of

Reading, a political subdivision of the Commonwealth of Pennsylvania, (hereinafter referred to as “City”), and Berks Community Television, a nonprofit corporation organized under and by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as “BCTV”).

WITNESSETH

WHEREAS, by enacted ordinance (Bill# 101-85), City previously has utilized and has indicated its intent to continue to utilize community access channel capacity and the institutional network to develop and provide cable services that will be in the public interest; and

WHEREAS, City has previously entered into a franchise agreement with BerksCable, providing for a community access channel, a Government access channel, and an institutional network; and

WHEREAS, by authority arising from the aforesaid enacted ordinance (Bill# 101-85), City has previously delegated to BCTV and has indicated its intent to continue to delegate, the responsibility for access channel management to BCTV, termed the Access Channel Manager for a certain term; and

WHEREAS, by Resolution 5-2007 dated January 22, 2007, the City entered into a fifteen (15) year Cable Franchise Agreement with Comcast of New Mexico / Pennsylvania, LLC, effective February 1, 2007 and ending January 31, 2022, whereby the City designated BCTV or its successor as the administrator of the City’s public access channel(s) and governmental access channel; and

WHEREAS, BCTV has indicated its intent and desire to be available to continue to assume the responsibilities and fulfill the functions required of Access Channel Manager in the said ordinance/resolution and franchise agreement; and

WHEREAS, by the enacted ordinance/resolution City has indicated its intent that access and community channels provided for any franchise agreement shall be managed in the best public interest, so that programming on such channels will be free of censorship, open to all residents, and available for all forms of public expression, community information and debate of public issues.

NOW THEREFORE, in consideration of the mutual agreements and promises herein contained, the parties hereto intending to be legally bound have agreed as follows:

1. City hereby delegates to and empowers BCTV to perform those functions originally set forth in the ordinance (Bill# 101-85) at Section 5.8(B) and subsequently Resolution 5-2007 authorizing the Cable Franchise Agreement which referred to BCTV in Section 6.2.
2. BCTV agrees to fulfill all of those functions as set forth above in paragraph 1.
3. BCTV shall have possession and use of all equipment it has previously been supplied with during the previous contract term as well as all equipment it uses at present.
4. BCTV shall provide a report to City at least annually indicating achievements in community based programming and services.
5. During the first year of this contract which shall run from January 1, 2007, through December 31, 2007, City shall pay to BCTV the sum of One Hundred Seventy Thousand Dollars (\$170,000.00). During the second year of this contract which shall run from January 1, 2008, through December 31, 2008, City shall pay to BCTV the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00). During the third year of this contract which shall run from January 1, 2009, through December 31, 2009, City shall pay to BCTV the sum of One Hundred Eighty Thousand Dollars (\$180,000.00). During the fourth year of the contract which

shall run during the period January 1, 2010, through December 31, 2010, City shall pay to BCTV the sum of One Hundred Eighty-five Thousand Dollars (\$185,000.00). During the fifth year of the contract which shall run from January 1, 2011, through December 31, 2011, City shall pay to BCTV the sum of One Hundred Ninety Thousand Dollars (\$190,000.00). During the sixth year of the contract which shall run from January 1 2012, through December 31, 2012, City shall pay to BCTV the sum of One Hundred Ninety-five Thousand Dollars (\$195,000.00). During the seventh year of the contract which shall run from January 1, 2013, through December 31, 2013, City shall pay to BCTV the sum of Two Hundred Thousand Dollars (\$200,000.00). These payments shall be made by the City to BCTV on a quarterly basis.

6. This agreement shall go into effect on January 1, 2007, and shall remain in effect during good performance for a period of seven (7) years from the said date. However, either party may terminate this agreement at any time, with good cause, by giving the other party ninety (90) days written notice on intention to terminate, said notice to be given by certified mail addressed to the City at the Mayor's Office, City Hall, Reading, Pennsylvania, and addressed to BCTV at its office located at 645 Penn Street, Reading, Pennsylvania, and to be effective on the ninetieth (90th) day following receipt of said notice.

7. City shall have the right to audit the books of BCTV after the close of its fiscal year during the term of this agreement to confirm that all payments made by City to BCTV under this agreement have been used by BCTV for the purpose of providing the services required of it under the agreement. Costs of these audits shall be borne by City.

It is the specific intent of the parties that at the end of the aforesaid seven year period, if both parties are in compliance with the requirements hereof, the provision of this Contract shall be renegotiated with the intention of reaching a similar understanding for a reasonable period of time.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed on their behalf by the undersigned duly authorized officers and have authorized their corporate seals to be affixed hereto the day and year first above written.

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND THE EASTER SEALS OF EASTERN PENNSYLVANIA FOR PREMISES KNOWN AS "CAMP LILY".

WHEREAS, the City of Reading is the legal owner of certain property known as "Camp Lily" (mailing address of 10 List Road, Reading, PA 19606) as set forth in the attachment; and

WHEREAS, the City of Reading has previously allowed said property to be used by the Easter Seals of Eastern Pennsylvania and intends to enter into a lease pursuant to the terms set forth in attachment; and

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and the Easter Seals of Eastern Pennsylvania for property known as "Camp Lily" as set forth in the attachment.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, effective as of this ____ day of _____ 2007 ("LEASE"), by and between the **CITY OF READING**, a municipal corporation of the Commonwealth of Pennsylvania ("**LESSOR**");

AND

EASTER SEALS OF EASTERN PENNSYLVANIA (a Pennsylvania Corporation),
("LESSEE");

WITNESSETH:

WHEREAS, **LESSOR** is the fee owner of certain real property being, lying and situated in Lower Alsace Township, Reading, Berks County, Pennsylvania, commonly known as "Camp Lily," with mailing address of 10 List Road, Reading, PA 19606, and as approximately depicted in attached Exhibit "A" and being a part of PIN 531702762194 (the "Premises");

WHEREAS, **LESSOR**, for many years, has granted **LESSEE** permission to use the Premises for, among other things, organizing and operating a summer camp for children;

WHEREAS, **LESSOR** and **LESSEE** desires to formalize the terms and conditions of said agreement in this **LEASE**;

WHEREAS, **LESSOR** and **LESSEE** desires to **LEASE** the Premises on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **LESSOR** and **LESSEE**, intending to be legally bound, hereby agree as follows:

1. PREMISES:

LESSOR hereby leases to **LESSEE**, and **LESSEE** hereby rents from **LESSOR**, upon and subject to the terms and conditions hereof, all that certain parcel with any improvements, including but not limited to a swimming pool, an enclosed activity building, two open pavilions with picnic tables and benches, bathrooms, changing rooms, a swing set and other playground equipment, and rabbit hutch/pen, commonly known as "Camp Lily," with mailing address of 10 List Road, Reading, PA 19606, and situate in Lower Alsace Township, Reading, Berks County, Pennsylvania, as approximately depicted in attached Exhibit "A" and being a part of PIN 531702762194.

2. TERM:

This **LEASE** shall be for an initial term of 99 year(s) beginning on the 1st day of July, 2007, and continuing until the 30th day of June, 2106.

3. RENT:

(a) The **LESSEE** shall pay to the **LESSOR** the sum of one dollar (\$1.00) annually, the receipt and sufficiency of which is hereby acknowledged by **LESSOR**, on or before the 1st day of each year during the term on this **LEASE**. Said payment shall be payable to the City of Reading, at City Hall, 815 Washington Street, Reading, Pennsylvania 19601-3690.

(b) In the event **LESSEE** fails to make payment when due, **LESSOR** shall notify **LESSEE** in writing, via first class mail, return receipt requested. **LESSEE** shall be granted fifteen (15) days after receipt of the written notice to make said payment.

4. USE OF PREMISES:

(a) **LESSEE** shall use, occupy and be permitted to organize and operate a day camp for children (Monday through Friday 9:00 A.M. to 4:00 P.M.) for approximately six (6) weeks every summer beginning on or about July 4th and ending mid-August. **LESSOR** understands and agrees that the dates and times of the camp may vary from year to year; however, the camp shall not exceed 10 hours per day and 12 weeks per year.

(b) **LESSEE** shall further be permitted to organize and use the Premises for a sleep over on the last night of camp each year.

(c) **LESSEE** shall have building access for storage year round.

(d) **LESSEE** shall be permitted to hold holiday parties and conduct other activities during the year regardless whether camp is in session.

5. UTILITIES:

(a) **LESSOR** shall be solely responsible to pay directly any and all heating and electric costs associated with the Premises. **LESSOR** is further responsible for the maintenance and repairs of the Premises as set forth in Section 6.

(b) **LESSEE** shall be solely responsible to pay directly any and all telephone and computer terminal costs associated with the Premises, including without limitation, installation and maintenance as set forth in Section 6. **LESSEE** shall be solely responsible for costs of any and all current or future alarm systems on the Premises.

6. MAINTENANCE AND REPAIRS:

(a) **LESSOR** shall be solely responsible for and/or make any repairs to: (i) the heating and electrical systems located on or within the Premises; (ii) the general upkeep of the Premises, including but not limited to the buildings, grounds, outer areas, and grass; (iii) the emptying of the septic system; (iv) the removal of garbage; (v) mowing lawns; (vi) removing snow; and (vii) turning on/off the water in the spring and fall.

(b) **LESSEE** shall be solely responsible for maintenance and/or make any repairs to: (i) the swimming pool; (ii) the telephone and computer terminal connections; and (iii) the building alarm system or other security services.

(c) During the term of this **LEASE**, **LESSOR** shall permit **LESSEE** to repair the Premises for **LESSEE**'s camp by allowing each spring, **LESSEE**'s staff and volunteers to enter the Premises to, among other things, paint, plant and clear debris.

(d) The **LESSEE**, at its own expense, shall keep the Premises in a safe, sanitary and slightly condition, in good repair, and shall restore and yield them back to the **LESSOR** upon the termination of this **LEASE** in such condition and repair, ordinary wear and tear excepted.

7. ALTERATIONS, ADDITIONS AND IMPROVEMENTS BY LESSEE:

(a) **LESSEE** will not cause or permit any changes, alterations, repairs, painting or staining on any part of the Premises, including any furnishings or equipment belonging to **LESSOR**, nor to permit to be done anything that will damage or change the finish or appearance of the Premises or any furnishings or equipment owned by **LESSOR**, unless approved by the **LESSOR**.

(b) **LESSEE** will not further cause or permit any nails or any other things to be driven in any portion of the Premises, or any signs to be affixed either to the exterior of the Premises, unless approved by the **LESSOR**.

(c) Notwithstanding Section 7(a) and 7(b), **LESSOR** understands that other volunteer groups may paint murals, plant flowers and do other things to improve the Premises and **LESSOR** shall approve the same if reasonable and no damage results.

(d) Any and all improvements to said Premises by the **LESSEE**, or done by others at the request of the **LESSEE**, shall remain on the Premises and become **LESSOR**'s upon termination of this **LEASE**.

(e) **LESSEE** agrees to pay the cost of repairing any damage that may be done to the Premises, furnishings or fixtures by any act of the **LESSEE** or any of **LESSEE**'s employees or agents or anyone visiting the premises upon the invitation of **LESSEE**. It is expressly agreed that the **LESSOR** shall determine whether any such damage has been done, the amount of that damage and the reasonable cost of repairing that damage, and whether it is one for which, under the terms of this agreement, **LESSEE** is to be held responsible. Notwithstanding the forgoing, **LESSEE** shall be permitted to have the statement setting forth the amount of damages reviewed

by a trade professional of its choice to determine the reasonableness of the charge. In the event a dispute arises over the reasonableness of such costs and expenses, **LESSEE** shall not be deemed in default under this **LEASE** until ten (10) days after the dispute has been resolved.

8. PERSONAL PROPERTY

The **LESSOR** reserves the right after termination of this **LEASE** to remove from the Premises all effects remaining there and to store them wherever it sees fit in its name, or at its option in the name of the **LESSEE**, but at the cost, expense and risk of the **LESSEE**, and **LESSOR** shall not be liable in any way to **LESSEE** on account of removing and storing any effects.

9. ACCESS TO PREMISES:

LESSOR may enter the Premises, without entering causing or constituting a termination of the privilege or an interference for the possession of the Premises by **LESSEE**, and do all things necessary to restore the Premises to the condition required, charging the relevant cost and expense to the **LESSEE** and **LESSEE** agrees to pay **LESSOR**, in addition to the charges reserved, all costs and expenses. Notwithstanding the forgoing, **LESSEE** shall be permitted to have the statement setting forth the amount of such costs and expenses review by a trade professional of its choice to determine the reasonableness of the charge incurred by the **LESSOR**. In the event a dispute arises over the reasonableness of such costs and expenses, **LESSEE** shall not be deemed in default under this **LEASE** until ten (10) days after the dispute has been resolved.

10. RESTRICTIONS:

(a) The **LESSEE** shall not bring or permit anyone to bring onto the Premises or to keep there anything that will increase the fire hazard or the rate of insurance on the Premises or any property thereon.

(b) **LESSEE** shall not bring or permit any person to bring into the Premises any animals or any other property that are not a part of **LESSEE'S** programs or other activities, without **LESSOR's** consent. Such consent shall not be unreasonably withheld.

(c) **LESSEE** shall not place or put up any decorations that are not a part of **LESSEE'S** programs or other activities, without **LESSOR's** consent. Such consent shall not be unreasonably withheld. included

(d) The **LESSOR** reserves the right at any time to require **LESSEE** to remove from the Premises any animals, furniture, fixtures, wiring, exhibits, or any other things placed there or to be permitted to be placed there that are not a part of **LESSEE'S** programs or other activities.

(e) Notwithstanding Section (10)(b) above, **LESSEE** shall be permitted to provide programs and activities for camp participants that include animals. **LESSEE** may bring said animals onto the Premises without obtaining **LESSOR'S** prior consent.

(f) Notwithstanding Section (10)(b) above, **LESSEE** shall be permitted to bring and maintain the camp rabbit on the Premises.

(g) Notwithstanding Section (10)(c) above, **LESSEE** shall be permitted to place or put up any decorations that are a part of **LESSEE'S** programs or other activities, without obtaining **LESSOR'S** prior consent.

11. CONTROL:

In renting the premises, **LESSOR** does not relinquish the right to control the management of the Premises, and to enforce all necessary and proper rules for the management and operation of the same.

12. INSPECTION:

The **LESSEE** stipulates that **LESSEE** has examined the Premises prior to the execution of this **LEASE** and is satisfied with the physical condition of the Premises, and **LESSEE'S** taking possession shall be conclusive evidence of its receipt of the Premises in a safe, sanitary and sightly condition and in good repair.

13. RESPONSIBILITY AND INDEMNITY:

(a) The **LESSEE** shall only assume all risks, based on or arising out of, the use and occupancy of the Premises for agency activity and shall only be responsible for all accidents or injuries of any nature to persons or property caused by its operations at the Premises. **LESSOR** shall assume and be responsible for all risks, based on or arising out of: (i) all accidents or injuries of any nature to persons or property not caused by **LESSEE'S** operations at the Premises; (ii) the negligence or willfulness conduct of **LESSOR** and its employees, agents or contractors, or (iii) **LESSOR'S** breach of its obligations under this **LEASE**.

(b) **LESSEE** shall indemnify, defend upon request and hold **LESSOR**, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (excluding attorneys' fees), losses and court costs suffered by or claimed against **LESSOR**, directly or indirectly, based on or arising out of, in whole or in part, the use and occupancy of the Premises for **LESSEE'S** activities. **LESSOR** shall indemnify, defend upon request and hold **LESSEE**, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (excluding reasonable attorney's fees), losses and court costs suffered by or claimed against **LESSEE**, directly or indirectly, based on or arising out of: (i) any occurrence not caused by **LESSEE'S** operations at the Premises; (ii) the negligence or willfulness conduct of **LESSOR** and its employees, agents or contractors, or (iii) **LESSOR'S** breach of its obligations under the **LEASE**.

(c) The **LESSOR** assumes no responsibility for any property placed in the Premises.

14. INSURANCE:

The **LESSEE** shall carry, at its own expense, with a company satisfactory to the **LESSOR** and authorized to do business in the Commonwealth of Pennsylvania, the following insurance coverage, and shall furnish the **LESSOR** certificates of the coverage which include **LESSOR** as an additional insured: (i) Property Damage insurance in the amount of \$ _____; and (ii) public/general liability insurance (including coverage for sexual abuse) with the limit in the amount of \$1,000,000.00 for any one accident. The **LESSOR** is to be made a coinsured with the **LESSEE** on this insurance and the insurance policy is to contain a rider requiring that the **LESSOR** be notified _____ days in advance of any change or termination of the insurance policies.

15. CASUALTY:

In case the Premises covered by this **LEASE** be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this **LEASE** by the **LESSOR** impossible, then the term of this **LEASE** shall end **UNLESS** the **LESSEE** elects to reconstruct and/or restore the Premises for continued use pursuant to the terms of this **LEASE**.

16. ASSIGNMENT AND SUBLETTING:

The **LESSEE** shall not assign this **LEASE**, nor suffer any use of the Premises other than originally intended without the prior written consent of the **LESSOR**. The **LESSEE** shall not sublease the Premises unless prior approval by the **LESSOR** is obtained in writing.

17. COMPLIANCE WITH LAWS:

The **LESSEE** agrees that all persons, employees, or agents connected with the purposes for which the Premises are rented shall comply with all laws of the United States, Commonwealth of Pennsylvania, and all ordinances / resolutions of the applicable municipality/borough.

18. NOTICES:

Any notice required to be sent shall be in writing and shall be mailed to the respective parties by posting it in the United States mail at the following addresses:

LESSOR:

City of Reading, Department of Law
Rm. 2-54, 815 Washington Street
Reading, PA 19601

LESSEE:

Easter Seals of Eastern Pennsylvania
Attn: Deborah F. Hill
1501 Lehigh St., Suite 201
Allentown, PA 18103

19. GOVERNING LAW AND VENUE:

This **LEASE** shall be construed in accordance with the law of the Commonwealth of Pennsylvania and the courts of Berks County, PA shall have jurisdiction of any dispute.

20. PARTIES:

This **LEASE** and all provisions shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of both parties.

21. CAPTIONS:

The captions preceding the Paragraphs of this **LEASE** are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this **LEASE** nor in any way affect this **LEASE**.

22. SEVERABILITY:

If any provision of this **LEASE** shall be deemed to be invalid or unenforceable, the remainder of the provisions of this **LEASE** shall not be affected thereby and each and every provision of this **LEASE** shall be enforceable to the fullest extent permitted by law.

23. INTERPRETATION:

As used in this **LEASE** and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. The term "person" as used herein means person, firm, association, or corporation, as the case may be. This **LEASE** was prepared and negotiated by the parties hereto and all clauses of this **LEASE** as an entirety shall be so construed regardless of, and without prejudice to, the party who actually memorializes this document in final form.

24. AMENDMENT:

No alteration, amendment, change or addition to this **LEASE** shall be binding upon **LESSOR** or **LESSEE** unless reduced to writing and signed by each party.

25. ENTIRE AGREEMENT:

This **LEASE** constitutes and expresses the whole **LEASE** of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements are null and void unless in writing as part of this **LEASE**.

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND ALVERNIA COLLEGE FOR PREMISES BEING A PORTION OF ANGELICA PARK.

WHEREAS, the City of Reading is the legal owner of certain property known as Angelica Park; and

WHEREAS, the City of Reading desires to lease a portion of said property to Alvernia College and intends to enter into a certain lease containing the terms set forth in attached Exhibit A;

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and Alvernia College for a certain portion of property known as Angelica Park in accordance with terms set forth in the attached Exhibit A.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk

LEASE AGREEMENT

THIS AGREEMENT OF LEASE (the "Agreement") is dated to be effective the 1st day of July, 2007 (the "Commencement Date"), by and between CITY OF READING, a Pennsylvania municipal corporation, having an address at 815 Washington Street, Reading, Pennsylvania (the "Lessor") and ALVERNIA COLLEGE, a Pennsylvania nonprofit corporation, having an address at 400 St. Bernadine Street, Reading, Pennsylvania 19607 (the "Lessee")

BACKGROUND

A. The Lessor is the owner of a tract of land and the improvements erected thereon located in Cumru Township, Berks County, Pennsylvania, being a portion of "Angelica Park", as depicted and/or described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

B. The Lessee desires to lease the Premises from the Lessor and to construct certain additional improvements at the Premises as more fully described in Article 3 herein, and the Lessor desires to lease to the Lessee the Premises under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Lessor and the Lessee hereby covenant and agree as follows:

ARTICLE 1 **PREMISES AND TERM**

Section 1.1 Grant of Lease. Lessor for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Lessee, and the Lessee does rent and lease from the Lessor the Premises for the uses and

purposes as specifically described herein. The existing improvements at the Premises which are being leased to Lessee hereunder include a parking lot, four (4) tennis courts with lights, two (2) existing ball fields, and a grandstand.

TO HAVE AND TO HOLD the Premises for a term of twenty-nine (29) years and eleven (11) months commencing on the Commencement Date and expiring at midnight on the 31st day of May, 2037 (the "Term").

Section 1.2 Negotiations for New Lease. As of the twentieth (20th) anniversary of the Commencement Date, the parties agree to commence negotiations for a new Lease commencing as of the termination date of the within Lease, for a minimum term of ten (10) years at an annual rental not to exceed One Dollar (\$1.00) per year.

ARTICLE 2

RENT

Section 2.1 Rent. In consideration of the lease of the Premises, Lessee shall pay to Lessor on the Commencement Date the sum of One Dollar (\$1.00) for each year of the Term.

Section 2.2 Manner of Payment. All amounts payable under Section 2.1 of this Article, as well as all other amounts payable by Lessee to Lessor under the terms of this Lease, shall be paid at the address of Lessor set forth above or at such other place as Lessor shall from time to time designate by notice to Lessee, in lawful money of the United States.

ARTICLE 3
IMPROVEMENTS TO BE CONSTRUCTED BY LESSEE AT THE
PREMISES

Section 3.1 Improvements by Lessee. The parties agree that the Lessee shall construct one (1) baseball field and one (1) softball field, both of NCAA quality, including dugouts, new fencing and lighting at each of said fields. The Lessee shall also construct a building at the Premises containing restrooms, sport equipment storage athletic training facilities and a concession stand. The aforesaid improvements to be constructed by Lessee are hereinafter collectively referred to as the "Improvements". A final set of plans and specifications for the project will be provided to the Lessor prior to the Lessee beginning construction work at the Premises. Subject to applicable regulatory approval, (i) the phasing of the construction of the Improvements shall be agreed by the parties from time to time, and (ii) Lessee shall make reasonable accommodations for storage of Lessor's mowing equipment.

Section 3.2 Payment for Improvements. Lessee shall be responsible for the entire cost of the Improvements.

Section 3.3 Dedication of St. Bernadine Street. Within six (6) months of the Commencement Date, the Lessor shall dedicate St. Bernadine Street as a public roadway through Angelica Park to Route 10.

Section 3.4 Cessation of Lessor's Use of Premises

Unless the Lessee shall provide prior written approval, Lessor shall not permit any use whatsoever of the Premises, including, but not limited to, recreational, league and/or tournament play, subsequent to the Commencement Date. Subject to applicable regulatory approval, Lessee shall promptly commence construction and use its best

efforts to complete the Improvements, including the installation and establishment of turf for such uses.

Section 3.5 Repair of Electrical Lines. The Lessee shall repair the broken underground electrical line to the existing tennis courts.

Section 3.6 Option to Construct. The Lessee shall have the right, but not the duty, to construct two (2) additional tennis courts at the Premises, subject to applicable regulatory approval.

Section 3.7 Repaving of Parking Lot. Lessor, at its sole cost and expense, shall repave the parking lots at the Premises prior to or at the time that Lessee is constructing the baseball and softball fields at the Premises pursuant to Section 3.1 of this Lease, so that the parking lots are repaved upon completion of the construction of the baseball and softball fields.

ARTICLE 4

USE OF THE PREMISES BY LESSEE AND LESSOR

Section 4.1 Lessee's and Lessor's Use of the Premises. The Lessee and Lessor shall have the use of the Premises as follows:

(a) For all baseball and softball games and tennis matches of the Lessee.

(b) For other events hosted by the Lessee providing (i) the event does not cause unusual wear to the Premises, as determined in the reasonable discretion of the Lessor; and (ii) the use does not conflict with the Lessor's use of the Premises pursuant to the master schedule for the Premises to be maintained by the Lessee and shared with the Lessor.

(c) The Lessor shall retain the right to use the fields and related facilities for recreational, league and/or tournament play. However, the Lessee shall have priority scheduling of the fields at the Premises during the NCAA prescribed softball and baseball sessions during the Lessee's Spring Semester.

(d) The master schedule for the Premises shall be maintained by the Lessee and shared with the Lessor.

(e) The concession stand shall be available for use by both the Lessee and the Lessor.

(f) Access to the fields at the Premises will be limited to 8:00 a.m. to 10:00 p.m. daily, unless further restricted by agreement of the Lessor and Lessee. Public Safety employees of the Lessee shall lock and unlock the fences to the fields daily.

Section 4.2 Compliance with Law. *The Lessee shall not use the Premises for any purpose in violation of any federal, state or municipal law currently existing or hereinafter promulgated, governing the use and safety of the Premises, and the Lessee shall at all times ensure that its use of the Premises is within full compliance with all applicable statutes, ordinances and other requirements of Cumru Township.*

Section 4.3 Permits and Licenses. The Lessee shall promptly procure, maintain and comply with all permits, licenses and government authorizations required for its use of the Premises as set forth herein.

Section 4.4 No Violation of Insurance Contracts. The Lessee and Lessor shall not use the Premises in any manner which would make void or voidable any

insurance required to be carried by the Lessor or the Lessee or which will make it impossible for either party to obtain fire, general liability or other insurance.

Section 4.5 Security. The Lessee, at its expense, shall obtain adequate security and take necessary measures to provide for the safety of the attendees, participants and property at Lessee-hosted events at the Premises.

Section 4.6 No Discrimination. The Lessee covenants and agrees that during its use of the Premises, it will not discriminate against any person or persons on the basis of race, color, creed, religion, national origin, age, veteran status and/or disability.

ARTICLE 5

PAYMENT OF EXPENSES

Section 5.1 Lessee's Obligations. The Lessee shall have responsibility for maintenance of the Premises, and the payment of all costs related thereto, and for the payment of utilities at the Premises, including, but not limited to, routine maintenance and repairs to the parking lots at the Premises.

Section 5.2 Maintenance Standards. Lessee's Maintenance shall be performed in accordance with the Lessee's general standards of maintenance and repair.

Section 5.3 Repairs by Lessor. The Lessor shall be responsible for repairing any field damage resulting from use by Lessor-sponsored leagues, recreational or tournament play, or other uses of the Premises by Lessor.

Section 5.4 Repairs to be Shared by Lessor and Lessee. The Lessor and the Lessee shall each be responsible for fifty percent (50%) of the cost of major repairs, improvements, upgrades, and/or repaving of the parking lots at the Premises

subsequent to the repaving of the parking lots to be performed by Lessor in accordance with Section 3.7 of this Lease.

ARTICLE 6

GOVERNMENT APPROVALS

Section 6.1 Lessee's Responsibility to Obtain Government Approvals. The Lessee shall obtain any governmental approvals necessary for the construction of the Improvements at the Premises. The Lessor will support and cooperate with the Lessee in any efforts to gain necessary government or municipal approvals.

ARTICLE 7

INSURANCE

Section 7.1 Casualty Insurance. The Lessee, during construction and for the Term of the Lease, shall keep all buildings and Improvements existing and hereinafter constructed insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Extended Coverage Insurance".

Section 7.2 Liability Insurance. Lessor and the Lessee shall provide insurance for risks associated with their respective use of and responsibilities related to the Premises in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily injury/death and property damage. The Lessor and the Lessee, will each, at their sole cost and expense, obtain and maintain insurance with insurance companies approved by the other for general public liability, bodily injury and property damage arising from the use of the Premises by the insuring party, its agents, employees, students, guests, spectators, participants, officials, concessionaires or others, and shall provide each other with Certificates of Insurance naming the other

party as an additional insured. If the Lessor is self-insured, the Lessor shall provide Lessee with proof of adequate reserves to meet the requirements of this Section. The parties shall review with each other the amount of insurance coverage every five (5) years.

Section 7.3 Additional Insureds. The Lessor and the Lessee shall each cause the other to be named as an additional insured on all such policies and provide proof that such coverage has been obtained and remains in effect during the term of this Agreement.

ARTICLE 8 INDEMNIFICATION

Section 8.1 Indemnification by Lessor. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessee, its employees, agents, contractors, and/or students, the Lessor agrees to and does hereby indemnify and hold the Lessee harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessor; and (ii) the breach by Lessor of the provisions of this Agreement.

Section 8.2 Indemnification by Lessee. Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessor, its employees, agents, contractors, invitees, spectators, participants, officials and/or concessionaires, the Lessee agrees to and does hereby indemnify and hold the Lessor harmless from all

losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessee; (ii) any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance, including, but not limited to zoning and building code ordinances, by Lessee and (iii) the breach by Lessee of the provisions of this Agreement.

Section 8.3 Indemnification not Limited by Insurance. Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish the Lessor's or Lessee's responsibilities hereunder.

Section 8.4 Survival of Termination of Agreement. These indemnifications of the Lessor and the Lessee shall survive the termination of this Agreement.

Section 8.5 Waiver of Immunity. Lessor hereby waives any statutory immunity and limit on its liability as between the Lessor and the Lessee for claims arising pursuant to this Agreement, and specifically Articles 7 and 8, or the Lessor's use of the Premises.

ARTICLE 9 ENVIRONMENTAL

Section 9.1 Compliance with Environmental Laws. Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as

may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Premises. Lessor shall be solely responsible for compliance with any and all environmental and industrial hygiene laws and for the remediation and/or removal of any hazardous materials, substances, wastes or other environmentally regulated substances located on the 0.355 acre tract of land to be acquired by Lessor from the Norfolk Southern Railway Company at the time Lessor acquires title to said tract of land in accordance with the condition precedent set forth in Article 24 of this Lease.

Section 9.2 Environmental Indemnification. Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) a party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party. Lessor shall hold harmless and indemnify Lessee, and assume all duties, responsibilities and liabilities at its sole cost and expense (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and be solely

responsible for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to the condition of the 0.355 acre tract of land to be acquired by Lessor from the Norfolk Southern Railway Company pursuant to the requirement of Article 24 of this Lease at the time Lessor acquires title to said tract of land .

Section 9.3 Indemnifications Survive Termination of Agreement. The indemnifications of this Article 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Article 9 will survive the expiration or termination of this Agreement.

ARTICLE 10 **CONDEMNATION**

Section 10.1 Condemnation. In the event Lessor receives notification of any condemnation proceedings affecting the Premises, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion sufficient, in Lessee's reasonable determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

ARTICLE 11 **CASUALTY**

Section 11.1 Casualty. Each party shall provide the other notice of any casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of the

Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Lessee's reasonable determination, then Lessee may terminate this Agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

ARTICLE 12

DEFAULT AND RIGHT TO CURE

Section 12.1 Default by Lessee. The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including but not limited to termination.

Section 12.2 Default by Lessor. The following will be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however,

will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including but not limited to termination.

ARTICLE 13

SIGNS

Section 13.1 General Signage. Subject to applicable ordinances, signage shall be installed by the Lessee which shall identify the Premises as being both “the City of Reading’s Angelica Park” and as “Home to Alvernia College Athletics.”

Section 13.2 Lessee’s Signs. The Lessee shall be permitted to display banners from the light poles and fences to identify the property as part of the Lessee’s college campus.

Section 13.3 Sponsorship Signs. The Lessee shall be entitled to all revenue from any sponsorship signs which may be displayed at the Premises, provided that such revenue is expended by the Lessee for maintenance of the Premises.

ARTICLE 14

ASSIGNMENT

Section 14.1 Assignment. Either party hereto may assign or otherwise transfer its interest in this Agreement to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets without the consent of the other party. Any such

assignment by the Lessee shall include its right of first refusal set forth in Article 23 below.

ARTICLE 15 **ENTIRE AGREEMENT**

Section 15.1 Entire Agreement. This Agreement contains and sets forth the entire agreement and understanding between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between said parties other than as herein expressly referenced or set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by Lessor and Lessee. This Agreement shall be binding on the parties hereto, and their respective successors and assigns.

ARTICLE 16 **NOTICES**

Section 16.1 Notices. Notices given pursuant to this Agreement shall be in writing, shall be given by actual delivery or by mailing the same to the party entitled thereto at the address set forth below or at such other address as any party may designate in writing to any other party pursuant to the provisions of this Article. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by recognized overnight courier. Notices shall be deemed to be received on the date of actual receipt. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to Lessor:

City of Reading
815 Washington Street
Reading, PA 19601

Attn: Managing Director

With a copy to:

Charles D. Younger, Esquire
City Solicitor
815 Washington Street
Reading, PA 19601

If to Lessee:

Alvernia College
400 Saint Bernadine Street
Reading, PA 19607-1799
Attention: Thomas F. Flynn, Ph.D., President

With a copy to:

Heidi B. Masano, Esquire
Masano ♦ Bradley
1100 Berkshire Boulevard, Suite 201
Wyomissing, PA 19610

ARTICLE 17

SEVERABILITY

Section 17.1 Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

ARTICLE 18

APPLICABLE LAW

Section 18.1 Applicable Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors and permitted assigns. The situs of this Agreement shall be Berks County, Pennsylvania and, subject to Article 19 below, if a dispute arises as a result of this transaction, the parties hereby submit to the jurisdiction of the Court of Common Pleas of Berks County. The parties agree that Berks County presents the most convenient forum for both parties. The parties consent

to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and the parties waive all objections based upon improper jurisdiction, venue, or forum non-conveniens. The parties intend and agree that a party in breach of this Agreement shall bear the burden and obligation of any and all costs and expenses, including reasonable counsel fees, incurred by the other party, if the other party is successful in any litigation in endeavoring to protect and enforce his or her rights under this Agreement. Failure of either party to insist upon strict performance of any of the terms of this Agreement shall in no way affect the right of such party to enforce those terms in the future.

ARTICLE 19

MEDIATION

Section 19.1 Mediation. Notwithstanding the provision of Article 18 set forth above, any disputes between Lessor and Lessee shall first be submitted to mediation, said mediation to be held by a mediator appointed from the list of qualified mediators determined by the Berks County Bar Association.

ARTICLE 20

RELATIONSHIP OF THE PARTIES

Section 20.1 Relationship of the Parties. It is the intention of the parties to create a nonexclusive Lease Agreement pursuant to which the Lessee and Lessor shall use the Premises in accordance with the terms of this Agreement. Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures or to render either party liable for the debts or obligations of the other party.

ARTICLE 21

SURRENDER

Section 21.1 Surrender. Upon termination of this Agreement, Lessee shall peaceably surrender the Premises to Lessor in a condition and repair similar to the condition and repair of the Premises on the Commencement Date, subject to the construction set forth in Article 3, reasonable wear and tear and damage by casualty excepted.

ARTICLE 22

MEMORANDUM OF LEASE

Section 22.1 Memorandum of Lease. In order for Lessee to obtain a policy of leasehold title insurance, the parties agree that concurrently with the execution of this Agreement they shall execute a memorandum of lease to be recorded in the office of the Recorder of Deeds of Berks County, Pennsylvania setting forth: (i) the names of the parties in this Lease Agreement; (ii) the term of this Lease; (iii) the location of the Premises subject to the Lease; and (iv) the Lessee's right of first refusal to purchase the Premises.

ARTICLE 23

LESSEE'S RIGHT OF FIRST REFUSAL

Section 23.1 Lessee's Right of First Refusal. If, at any time during the term of this Lease, Lessor shall receive a bona fide offer from any person to purchase the Premises, Lessor shall send Lessee a copy of the proposed contract and notify Lessee of the intention of Lessor to accept the said offer. Lessee shall have the right within thirty (30) days to accept the terms of the said contract in writing and within ninety (90) days thereafter to purchase the Premises in its own name or in the name of a nominee, for the gross purchase price and on the terms specified in said contract. If Lessee shall not so elect within the said period, Lessor may then sell the Premises to said buyer

provided the said sale is on the said terms and conditions and for the price set forth in the said contract sent to Lessee.

If Lessee fails to execute the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished on the consummation of said sale; however, if such sale is not consummated, the right of first refusal shall remain in effect.

ARTICLE 24

CONDITIONS PRECEDENT

Section 24.1 Conditions Precedent. Lessee's obligations hereunder are conditioned upon Lessor obtaining fee simple title from the Norfolk Southern Railway Company, successor to Pennsylvania Lines, LLC, (the "Railroad") of all that certain 0.355 acre tract of land located in Cumru Township, Berks County, Pennsylvania as more fully described and depicted on Exhibit "B" attached hereto and incorporated herein by reference (the "Railroad Land"), with the Railroad reserving an easement for its existing signboards, existing fiber optic lines, poles, pipes, wires, communications, signal facilities and facilities of like character used in the operation of the Railroad. In connection with Lessor's acquisition of the Railroad Land, Lessee shall pay or has paid the following expenses of Lessor and perform the following obligations of Lessor in accordance with the terms of a Purchase Contract between Lessor and the Railroad for the Railroad Land dated September 29, 2006:

(a) The purchase price of Twenty Thousand Dollars (\$20,000.00) to be paid by Lessor to the Railroad for acquisition of the Railroad Land.

(b) Lessee shall engage a Pennsylvania registered land surveyor to perform a survey of the Railroad Land and prepare a legal description thereof, which shall be certified to the Railroad. The survey and legal description shall be

in a format acceptable for recording in the Berks County Recorder of Deeds Office and shall be subject to the approval of the Railroad.

(c) Lessee shall secure a title insurance commitment and title insurance for the Railroad Land, insuring Lessor's title.

(d) Lessee shall pay Lessor's share of property taxes, assessments and rentals, which will be pro rated between Lessor and the Railroad as of the date of closing.

(e) Lessee shall pay all of the closing costs related to the closing on the Railroad Land, including, but not limited to all realty transfer taxes, which are the obligation of Lessor under its Purchase Contract with the Railroad.

(f) Lessee shall obtain all required permits, licenses, approvals, zoning, subdivision compliance and financing required to be obtained by Lessor in connection with its acquisition and use of the Railroad Land.

(g) Lessee shall obtain any Phase I, and if necessary, Phase II site assessments for the Railroad Land that Lessor shall require in connection with its purchase of the Railroad Land.

(h) Lessee shall erect and/or reconfigure and thereafter maintain a chain link fence not less than six feet (6') in height along the common property boundary between the Railroad and those other abutting lands owned by the Lessor. Lessee shall provide Lessor with a plan showing the design and placement of said fence, which shall be subject to the approval of the Railroad's Division Engineer pursuant to the terms of the Purchase Contract. Should Lessor be required to indemnify the Railroad as a result of the failure to properly

maintain the fence in accordance with the term of the Purchase Contract, Lessee shall indemnify the Lessor therefor, pursuant to the terms of Section 8.2 of this Lease.

In the event the Lessee is unable to record the deed for the Railroad Land by July 1, 2009, Lessee may terminate this Lease upon written notice to Lessor.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals on the day and year first above written.

Attest:

CITY OF READING

City Clerk

By: _____
Mayor

"Lessor"

ALVERNIA COLLEGE

By: _____

Douglas F. Smith, Vice President

"Lessee"



AGENDA MEMO MANAGING DIRECTOR

TO: President Spencer and Members of the City Council

FROM: Leon Churchill, Managing Director

MEETING DATE: June 11, 2007

AGENDA MEMO DATE: June 6, 2007

RECOMMENDED ACTION:

To approve an Ordinance presented by the Administration relating to the annual salary for Ryan Hottenstein, Finance Director, for the City of Reading.

RECOMMENDATION:

It is the recommendation of this Administration to increase the salary for the Finance Director to \$74,900, a fourteen (14%) percent increase, effective upon his anniversary date. The performance evaluation supporting this recommended action was conducted as per our City Ordinance No. 22-2002, which provides for a performance review of department heads to be completed by the Managing Director.

BACKGROUND:

It is this Administration's position to make the salary level for all department directors as equitable and fair as possible. The proposed salary increase for Mr. Hottenstein is significant, but denotes the financial position and performance of the City, his contributions on corporate issues, and an effective relationship with the City Council. The proposed salary level is commensurate with other department directors and acknowledges Mr. Hottenstein's progression as a professional public administrator.

In sum, the positive aspects and outlook in Mr. Hottenstein's performance include:

- Provided leadership in financial transactions leading to financial recovery of the city.

- Restructured the Finance Department operations based on a consultant's study
- Organized and led performance measure process for the organization and subsequent changes
- Led CIP process and subsequent editions with great effectiveness
- Helped create a more customer accessible/friendly accounting operation
- Designed and created citizens services center for the City
- Developed and reported out on a set of financial policies for the City

No operation or individual is perfect, and issues that need to be addressed include improvement in external relationships with other City operations. The city organization is not accustomed to an integrated financial management system with a uniform corporate style. Resistance from various entities has been detected, which should be responded to enhanced communication and problem-solving rather than evoking a power struggle.

BUDGETARY IMPACT:

The 14% increase amounts to \$10,000. Funds are available in the City's General Fund in the Finance Department budget in various accounts.

PREVIOUS ACTION:

Not applicable.

SUBSEQUENT ACTION:

Not applicable.

RECOMMENDED BY:

The Mayor and Managing Director

RECOMMENDED MOTION:

Increase the present salary of the Finance Director to \$74,900.

BILL NO. _____-2006

AN ORDINANCE

AN ORDINANCE OF THE CITY OF READING SETTING FORTH THE SALARY OF THE FINANCE DIRECTOR.

SECTION 1. COMPENSATION. The salary of the Finance Director, Ryan P. Hottenstein, shall be SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) per annum, payable in equal bi-monthly installments.

SECTION 2. BENEFITS. Ryan P. Hottenstein shall receive benefits accorded to other non-union management/professional personnel of the City.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective 10 days after the passage of Council.

Passed Council _____, 2007

President of Council

Attest:

City Clerk



AGENDA MEMO

MANAGING DIRECTOR

TO: President Spencer and Members of the City Council

FROM: Leon Churchill, Managing Director

MEETING DATE: June 11, 2007

AGENDA MEMO DATE: June 6, 2007

RECOMMENDED ACTION:

To approve an Appropriation of \$200,000 from the General Fund Balance presented by the Administration relating to the funding of a fire training class of ten individuals for 2007.

BACKGROUND:

The original goal for the RFD staffing was to maintain current levels and rely upon overtime. The City has not been able to afford training and overtime funding at the same time. The RFD is now having difficulty getting people to work overtime voluntarily. For example, the department had to fill 80 predicted vacancies for one week on the regular Monday morning recall, and was unable to fill all the positions. Three paramedics and one firefighter were called back to work. The reliance on overtime is beginning to be excessive as evidenced by the amount of overtime opportunities refused. Hiring new firefighter will not relieve the immediate problem for another six months, but failure to hire will create operational dysfunction.

There are currently 17 vacancies in the Fire Department. There will probably be at least three more vacancies by the end of the year bringing the total to 20 (which is more than 1/6th of the department). Waiting to hire 20 next year will create substantial logistical problems, and will exceed the student to instructor ratio of 7 to 1 three times over. Driver training on seven pumpers is challenging with a class of ten, and impossible with a class of twenty.

The proposed hiring of ten new firefighters also occurs in the context of the recently approved settlement over the *Horne v. City of Reading*. That agreement calls for the

aggressive recruiting, hiring, and training of new firefighters with the goal of a fire department reflecting the community. The proposed hiring of ten new firefighters does not have the benefit of those new recruiting tactics and strategies.

BUDGETARY IMPACT:

Some of five of the ten half-year salaries for new people would already be available in the Fire budget due to vacancies greater than projected for this year. The RFD already has the funding for 12 sets of turnout gear, thus negating the need for those funds. Funding the proposed firefighters from the General Fund balance allows the City to avoid concurrently paying for them and the overtime for current firefighters. The timing of starting the firefighter training now allows them to come online at the beginning of 2008 with funding largely by the reduction in overtime in the Fire Department budget. The estimate of \$200,000 compares with funding requirements of \$300,000 under ordinary circumstances.

PREVIOUS ACTION:

Not applicable.

SUBSEQUENT ACTION:

Not applicable.

RECOMMENDED BY:

The Mayor and Managing Director

RECOMMENDED MOTION:

Approve the transfer from the city's General Fund balance in the amount of \$200,000.

BILL NO. _____-2007

A N O R D I N A N C E

AN ORDINANCE AMENDING THE FULL-TIME EMPLOYEE POSITIONS FOR THE CITY OF READING FOR THE FISCAL YEAR 2007.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Full-Time positions for the City of Reading's fiscal year beginning January 1, 2007, and ending December 31, 2007, shall be as set forth in Exhibit A attached hereto and made a part hereof.

SECTION 2. Amending the Fire Department to add 10 (ten) new firefighter positions.

SECTION 3. This Ordinance shall become effective 10 days from the passage of Council.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(LAW DEPT.)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

City of Reading
Listing of Positions
For the 2007 Operating Budget

<i>Division</i>	<i>Position Title</i>	<i>2007 # of Employees</i>
Mayor	Administrative Assistant To The Mayor	1
	Executive Assistant To The Mayor	1
	Mayor	1
		<hr/> 3
Managing Director	Managing Director	1
	Executive Secretary/ Admin Aide	1
		<hr/> 2
Call Center	Call Center Manager	1
	Customer Service Representatives	3
		<hr/> 4
Office of Neighborhood Development	Neighborhood Development Manager	1
		<hr/> 1
City Auditor	City Auditor	1
	Auditing Coordinator	1
		<hr/> 2
City Council	Council President	1
	Council Member	6
	Assistant City Clerk	1

	Administrative Assistant	1
	City Clerk	1
		<hr/>
		10
Treasurer		
	Clerk Typist II	3
	Chief Clerk	1
		<hr/>
		4
HR-Personnel/Pension		
	Affirmative Action Officer/Recruiter	1
	Confidential Secretary	0.75
	Human Resources Coordinator - Benefits	1
	Human Resources Coordinator - Pension	1
	Human Resources Supervisor	0.5
	Human Resources Director/Risk and Safety	0.5
		<hr/>
		4.75
Solicitor		
	Solicitor	1
	Confidential Secretary	1
	Executive Secretary/Admin	
	Aide/Paralegal	1
	Legal Specialist	2
		<hr/>
		5
Finance Director		
	Budget Analyst	0
	Confidential Secretary	1
	Finance Director	1
	Floater - Finance	2
	Grant Writer	1
		<hr/>
		5
Garage		
	Maintenance Mechanic	7
	Maintenance Worker I/Parts Person	1
	Secretary	1
	Small Engine Repairperson	1
	Foreman	1
		<hr/>
		11
Purchasing		

	Purchasing Coordinator	1
		<hr/> 1
CD Planning		
	Secretary	0
	Zoning Technician	1
	Planner II	1
	Planner I	0
	Planning and Zoning Division Manager	0
		<hr/> 2
CD Administration		
	CD Specialist & Historian	0.9
	Confidential Secretary	1
	CD Director	0.5
		<hr/> 2.4
Accounting		
	Accounting & Treasury Manager	1
	Accountant	1
	Accounting Clerk	1
	CD Specialist	0.25
	Payroll Clerk	1
	Revenue Accountant	1
		<hr/> 5.25
Tax Administration		
	Budget/Tax Manager	1
	Tax Supervisor	1
	Tax Examiner	1
	EIT Analyst	1
	Tax Specialist	1
	Accounts Coordinator	1
	Secretary	1
	Delinquent Tax Collector	1
	Tax Clerk II	5
	Mailroom/Tax Clerk	0.5
	Clerk Typist II	1
		<hr/> 14.5
Mailroom		
	Mailroom/Tax Clerk	0.5
		<hr/> 0.5
Information Technology		
	GIS Analyst - Sewer	1

	GIS Coordinator	1
	Application Specialist	1
	Network Analyst	0
	Network Administrator	1
	Developer	1
	Clerk Typist II	1
	Web Developer	1
	System Support Analyst	1
	IT Manager	1
	Lead Developer	1
	Technical Trainer	0
		<hr/>
		10
Budget		
	Budget/Tax Manager	0
		<hr/>
		0
Traffic Engineering		
	Traffic Planner	0.5
	Services Division Manager	0
	Equipment Operator II	1
	Tradesman	0
	Traffic Engineering Technician	2
	Maintenance Worker I/Signmaker	1
	Secretary	0.4
	Equipment Operator I	1
		<hr/>
		5.9
Police - Criminal Investigations		
	Investigator	0
	Captain 3-3	1
	Criminal Investigator	28
	Lieutenant	1
	Police Officer	3
	Police Officer/FTO	1
	Court Liason	1
	Sergeant	6
		<hr/>
		41
Police - Special Services		
	Inspector	1
	Lead Clerk/Trainer	1
	Police Officer	6

	Police Officer/FTO	1
	Telecommunicator Supervisor	1
	Telecommunicator I	1
	Telecommunicator II	14
	Records Clerk	5
	Records Operations Supervisor	1
	TAC Officer	1
	Lieutenant	2
	Secretary - Police Academy	1
	Sergeant	4
	Shift Supervisor	1
		<hr/>
		40
Police - Patrol		
	Captain	2
	Clerk Typist I	1
	Lieutenant	4
	Police Officer	115
	Police Officer/ ACT CI	2
	Police Officer/FTO	8
	Police Trainee	7
	Inspector	0
	Sergeant	18
	TAC Officer	0
	Radio Dispatcher Supervisor	0
	Complaint Clerk	0
	Radio Dispatchers	0
		<hr/>
		157
Police - Administration		
	Chief of Police	1
	Deputy Chief of Police	1
	Confidential Secretary	1
	Sergeant	3
	Inspector	1
	Police Officer/FTO	0
		<hr/>
		7
Fire Administration		
	Clerk Typist II	1
	Administrative Officer	1
	Fire Chief	1
	First Deputy Chief	4
		<hr/>

		7
Fire Bargaining Unit		
	LT Fire Prevention Officer	1
	Fire Marshal	1
	Lt Fire Training Officer	1
		<hr/> 3
Fire Suppression		
	Second Deputy Chief	2nd Deputy Chief
		4
	Firefighter IV	106
	LT Fire Suppression Officer	4
		<hr/> 114
EMS		
	Deputy Chief/EMS Mgr	1
	EMS Lieutenant	4
	Paramedic	20
	Transport Coordinator	1
	Wheelchair Van Driver	3
		<hr/> 29
Codes - Development & Inspection		
	Building Inspector	1
	Development and Inspection Clerk	5
	Electrical Inspector	1
	Health Inspector II	2
	Health Officer	1
	HVAC Inspector	1
	Plumbing Inspector	1
	Property Maintenance Inspector	16
	Clerk	0
	Secretary	0
		<hr/> 28
Codes Administration		
	Property Improvement Division Manager	1
	Codes Administrator	1
	Zoning Administrator	1
	Building Official	1
		<hr/> 4
Public Works		
	Confidential Secretary	1

	Public Works Director	1
	Secretary	0
		<hr/> 2
Engineering		
	Traffic Planner	0.5
	Engineering Aide IV	0.5
	Engineering Aide III	1
	Secretary	0.6
	Services Division Manager	0
		<hr/> 2.6
Highways		
	Equipment Operator II	17
	Secretary	0.25
	Foreman	2
	Highways Supervisor	
	Operations Division Manager	0.33
		<hr/> 19.58
Library Administration		
	Director of Libraries	1
	Assistant Director of Libraries	1
		<hr/> 2
Library - Circulation		
	Librarian I	1
	Librarian II	2
	Librarian III	1
	Library Technician II	2
	Library Technician III	4
		<hr/> 10
Library - Reference		
	Bookmobile Operator	1
	Head Custodian	1
	Librarian II	4
	Librarian III	1
	Librarian Tech II	1
	Maintenance Worker II	1
		<hr/> 9
Library - Children Services		
	Library Technician II	1
	Library Technician III	1
	Librarian II	0
		<hr/>

		2
Parks		
	Custodian II	1
	Equipment Operator II	1
	Equipment Operator III	4
	Foreman	2
	Maintenance Worker I	1
	Maintenance Worker II	3
	Maintenance Worker III	2
	Operations Division Manager	0.33
	Secretary	0.25
		<hr/> 14.58
Recreation		
	Superintendent of Recreation	1
	Custodian III	1
	Secretary	0.25
	Operations Division Manager	0
	Recreation Supervisor	2
		<hr/> 4.25
Public Property		
	Foreman	2
	Tradesman	6
	Operations Division Manager	0.33
	Secretary	0.25
		<hr/> 8.58
CD - HUD		
	CD Specialist II	1
	CD Specialist III	1
	CD/Hist Preserv Specialist	0.1
	Community Development Director	0.5
	Confidential Secretary	0.5
	Fiscal Officer	0.75
	Rehab Specialist	2
		<hr/> 5.85
Water Administration		
	Foreman	1
	Customer Service Rep.	2
	GIS/CAD Technician	1
	Engineering Aide III	1
	Distribution Engineer	1
		<hr/>

		6
Water Collection		
	Equipment Operator I	1
	Equipment Operator II	1
	Equipment Operator III	1
	Foreman	1
	Maintenace Worker II	6
	Superintendent	1
		<hr/>
		11
Water Purification		
	Centrifuge Oper. I.	1
	Chemist	1
	Chief Operator	1
	Clerk Typist II	1
	Foreman	1
	Lab Supervisor/ Bact.	1
	Maintenance Worker II	5
	Tradesman	1
	Water Plant Oper. I	1
	Water Plant Oper. II	3
	Water Quality Oper. II	0
		<hr/>
		16
Water Distribution		
	Equipment Operator II	3
	Field Investigator	3
	Foreman	6
	Foreman - Crew	1
	Foreman - Service	1
	Maintenance Mechanic II	1
	Maintenance Worker II	8
	Maintenance Worker III	6
	Superintendent	1
		<hr/>
		30
Self - Insurance		
	HR Assistant III (Safety & Risk Manager)	1
	Director of Human Resources	0.5
	Human Resources Supervisor	0.5
	Light Duty Position	1
	Confidential Secretary	0.25
		<hr/>
		3.25

Sanitary Sewers

System Superintendent	1
Foreman	1
Equip Op II	10
Maint Worker III	1
GIS Analyst	0
Engineer Aide IV	0.5
Engineer Aide III	1
	<hr/>
	14.5

WWTP

Maint Supv	1
Belt Press Op I	3
Belt Press Op II	0
Biosolids Supv	0
Cert Oper/Shift Sup	6
Chemist	1
Operations Supv	1
Elec/Elect Field Eng	1
Elec/Inst Tech	1
Utilites Div Manager	1
Env Prog Coord	1
Equip Op II	1
Foreman	0
Lab Supv	1
Lab Tech	4
Maint Worker II (Mech)	3
Maint Worker III	4
Pump Tender (Fritz Is)	4
Secretary	1
Serv Utility Person	7
Sew Plant Op I (6th St.)	4
Sew Plant Op I (Fritz Is)	2
Sew Plant Op II (Fritz Is)	2
Superintendent	1
Tradesman (Elec)	2
	<hr/>
	52

Recycling

Clerk I	1
Clerk Typist II	1
Equipment Operator II	2

Solid Waste	
Coordinator/Environmental	1
Environmental Services Division Manger	0
	<hr/>
	5

Number of Full Time Employees

731.50

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND ALVERNIA COLLEGE FOR PORTIONS OF BUILDINGS LOCATED ON CAMPUS FOR THE PURPOSE OF OPERATING THE READING POLICE ACADEMY.

WHEREAS, Alvernia College is the legal owner of certain property located at 400 St. Bernadine Street and 500 Upland Avenue; and

WHEREAS, the City of Reading desires to lease a portion of said property for the purpose of classroom training, firearms simulator training and other appropriate activities related to the Reading Police Academy, as set forth in the attached Exhibit A;

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and Alvernia College for a certain portion of property located at 400 St. Bernadine Street and 500 Upland Avenue in accordance with terms set forth in the attached Exhibit A.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(Council Staff)

LEASE

THIS AGREEMENT OF LEASE (the "Lease") dated to be effective the 1st day of August, 2007, by and among Alvernia College, with an address of 400 Saint Bernardine Street, Reading, Pennsylvania 19607-1799 (hereinafter referred to as "Lessor") and the City of Reading, with an address of 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter referred to as "Lessee").

BACKGROUND:

A. Lessor is the owner of buildings on the Alvernia College campus located at 400 Saint Bernardine Street and 540 Upland Avenue, Reading, Pennsylvania, known as Francis Hall and the Upland Center.

B. Lessee desires to lease portions of the buildings known as Francis Hall or the Upland Center (the "Premises") for the purpose of operating classroom training, firearms simulator training and other appropriate activities related to the Reading Police Academy.

C. Lessor is willing to lease the Premises to Lessee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, intending to be legally bound hereby, the Lessor and the Lessee stipulate, covenant and agree as follows:

1. Demise and Rental. Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of Lessee hereinafter set forth, does hereby demise and lease to Lessee the Premises, consisting of: (i) two (2) classrooms which will be available to Lessee, to be scheduled jointly by Lessee and Lessor, with Lessee having first priority for scheduling; (ii) one (1) room which will house the firearms

simulator and may also be used for administrative functions; (iii) two (2) offices for Lessee's faculty and staff; and (iv) a reception area for Lessee. The Premises shall be located in either Francis Hall or the Upland Center. In addition, Lessor will make available to Lessee the use of Lessor's athletic fields and Physical Education Center, which use may be scheduled by Lessee as long as it does not interfere with other activities of Lessor at those facilities. Lessor shall also provide Lessee with the use of parking spaces on the Alvernia College campus, which spaces shall be designated by Lessor and be in locations that preserve the preferred parking spaces for Lessor's students.

2. Use of Premises. The Premises shall be used only for the purpose of operating the Reading Police Academy, and shall be used for no other purpose.

3. Term of Lease. The term of this Lease shall be ten (10) years (the "Lease Term") commencing on August 1, 2007 (the "Commencement Date") and ending on July 31, 2017.

4. Rent. Commencing on the Commencement Date and monthly thereafter on the same day of the month, Lessee covenants, stipulates and agrees to pay to Lessor a basic rental amount for the Premises the sum of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month during the first year of Lease Term ("Basic Rent"). Thereafter, Basic Rent shall be adjusted annually commencing one (1) year from the Commencement Date (the "Adjustment Date") in the following manner:

(a) The Basic Rental shall be increased as of each Adjustment Date in the same proportion as the CPI reported for the month that is three (3) months prior to the Adjustment Date bears to the CPI for the month that is three (3) months prior to the

proceeding Adjustment Date (or, in the case of the Adjustment Date at the first anniversary of the Commencement Date, for the month that is three (3) months prior to the date on which the Commencement Date occurred), but in no event by an amount less than three percent (3%) or in excess of six percent (6%). In no event shall the Basic Rental be decreased.

(b) The Basic Rental, as adjusted, shall remain fixed and payable until the next succeeding Adjustment Date or until the expiration of the Lease Term, as the case may be.

(c) If, during the term of this Lease, the CPI is changed or discontinued, Landlord and Tenant shall agree on a comparable index, formula, or other means of measurement of the relative purchasing power of the dollar, and such substitute index, formula, or other means shall be utilized in place of the CPI as if it had been originally designated in this Lease.

(d) As used in this Lease, "CPI" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (1982-84 = 100) for "all items" for Philadelphia, Pennsylvania.

5. Late Charge. In the event that Lessee shall fail to pay any Basic Rent within ten (10) days of the date when the same shall become due, Lessee shall be obligated to pay Lessor a late charge of Twenty Five Dollars (\$25.00) in addition to the payment then due, which late charge shall also be considered as additional rent.

6. Lessor's Responsibilities. Lessor shall be responsible for the payment of and/or for the providing or obtaining of the following:

(a) Fire and extended coverage insurance pertaining to the Premises, but not including Lessee's furniture, furnishings, equipment, and other personal property, insurance coverage for which shall be Lessee's sole responsibility;

(b) All structural and exterior repairs and maintenance required to the Premises, including (without limitation), the roof, gutters, down spouts, exterior walls, including adequate trimming and care of the lawn, trees and shrubbery, as well as snow removal from all sidewalks and walkways, and trash removal;

(c) All electricity, telephone, gas, and other utility services provided to the Premises;

(d) All water and sewer rents or other similar charges; and

(e) All maintenance and repairs of heating ventilation, air conditioning, plumbing and electrical.

7. Lessee's Responsibilities. Lessee shall have the responsibilities of providing or obtaining all of the following, at Lessee's sole expense:

(a) All premiums for public liability insurance and for insurance on the Lessee's personal property located in the Premises; and

(b) All other interior maintenance and repairs of the Premises not provided by Lessor.

(c) Lessee shall provide two (2) scholarships annually to Alvernia College students enrolled in the College's Criminal Justice major; provided, however that each of two (2) students qualify for admission to the Academy and at least ten (10) students are enrolled in an Academy class paying tuition to the Academy. The scholarships shall cover tuition only and not fees and expenses.

8. Condition of Premises; Damages. Lessee at all times shall keep the Premises in a clean and sanitary condition free of debris. Lessee, shall, at Lessee's cost, keep and maintain the Premises, in as good condition as they may be at the beginning of the term of the Lease, ordinary wear excepted. Lessee shall immediately repair or cause to be repaired at Lessee's own cost and expense any and all damage to the Premises caused by the willful or negligent conduct of Lessee, Lessee's servants, agents, employees, business visitors, invitees and licensees.

9. Lease Subordinated.

(a) This Lease shall be subject and subordinate at all times to the lien of any mortgage or other encumbrance heretofore or hereafter placed upon the Lessor's interest or estate in the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof (collectively a "Mortgage") which subordination shall be automatic and without the necessity of any further action on the part of Lessee to effect such subordination. Lessee, at the request of the holder of any such Mortgage shall attorn to such holder and shall execute, acknowledge and deliver, upon demand by Lessor or such holder, such further instruments evidencing such subordination of the Lessee's right, title and interest under this Lease, to the lien of any such Mortgage, and such further instrument or instruments of attornment as shall be desired by such holder.

10. Alterations and Improvements. Lessee shall make no alterations, changes, additions, or improvements to the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, changes, additions or improvements to the Premises shall become the property of the

Lessor, and shall be surrendered with the Premises as a part thereof at the expiration or other termination of this Lease. Any fixtures and equipment installed by Lessee may be removed at the expiration or other termination of this Lease; provided, however, that Lessee shall at its own cost restore the Premises to the same condition as at the commencement of the term hereof.

11. Insurance. Lessee agrees to maintain, at its own cost, public liability insurance with reference to the Premises in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to the Lessee's use and occupancy of the Premises. Any public liability policy or policies shall name both Lessor and Lessee as insureds, shall contained appropriate clauses waiving subrogation against Lessor and Lessee, and shall provide that the same shall not be canceled without at least ten (10) days prior written notice to Lessor. Copies of all public liability policies or certificates of insurance shall be furnished by Lessee to Lessor.

12. Indemnification By Lessee. Lessee agrees to indemnify the Lessor against loss and save Lessor harmless from liability arising from all claims of third persons relating in any way to Lessee's use or occupancy of the Premises or to the performance or non-performance by Lessee of any of its obligations under this Lease including, but not limited to, all costs, reasonable counsel fees and expenses incurred under any such claim for which indemnification has been provided under this Section 12. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall provide Lessor with counsel to defend such action or proceeding. Lessee shall, within ten (10) days following notice to it of any claim of a third party relating to Lessee's use or occupancy of the Premises or to the

performance or non-performance by Lessee of its obligations under this Lease, give written notice to the Lessor of such claim.

13. Fire or Other Casualty. If the Premises are damaged or destroyed by fire or other casualty, Lessor, at its expense, shall promptly restore the Premises as nearly as possible to its prior condition. If the Premises are more than fifty percent (50%) destroyed or so damaged by fire or other casualty, regardless of whether covered by insurance, so as to render it unfit for its intended use, Lessor may terminate this Lease by giving at least ten (10) days', but not more than thirty (30) days' notice. Such notice must be given within sixty (60) days after the date of such damage or destruction. In such case, Lessee shall pay the Rent apportioned to the date of such termination, and Lessor may enter upon and repossess the Premises without further notice. If Lessor does not elect to terminate this Lease, Lessor will repair the Premises and Lessor may enter and repossess the Premises for that purpose. During such period as Lessee is deprived of the use of the Premises, the Rent shall be abated in proportion to the number of square feet of the Premises rendered untenable. If the damage is such that the Premises are not rendered unfit for occupancy, Lessor will repair whatever portion, if any of the Premises may have been damaged, Lessee will continue in possession, and the Rent will not be apportioned or abated.

14. Condemnation. If the whole or any substantial portion of the Premises is taken through the exercise of the power of eminent domain, this Lease shall terminate on the date when possession of the Premises is required by the condemning authority, and Lessee shall have no claim against Lessor and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any

such condemnation or purchase including, without limitation, any right of Lessee to damages for loss of its leasehold estate. All right of Lessee to damages, therefore, are hereby assigned by Lessee to Lessor. The foregoing shall not, however, deprive Lessee of any separate award for moving expenses, business dislocation damages or any other award, which would not reduce the award payable to Lessor. Upon the date the right to possession shall vest in the condemning authority, this Lease shall cease and terminate, with Rent adjusted to such date and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease.

15. Compliance with Laws. Lessee agrees to comply with all requirements promulgated by any governmental authorities and of the local Board of Fire Underwriters affecting said Premises as far as such requirements affect or are due to Lessee's use or occupancy.

16. Assignment and Sublet. Lessee shall not assign or sublet this Lease without the consent of the Lessor first being obtained in writing, which consent may be granted or withheld at Lessor's sole discretion. Any attempted assignment or subletting without Lessor's written consent shall be deemed to be an Event of Default hereunder. Any assignee shall assume in writing all of Lessee's duties and obligations hereunder, but such assignment and assumption shall not relieve Lessee from any of its obligations and duties under this Lease.

17. Lessor's Access to Premises. Lessee shall allow Lessor and Lessor's agents or representatives free access to the Premises for the purpose of examining the same.

18. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") of the Lessee under this Lease:

(a) Lessee shall fail to pay within five (5) days of the date when due any installment of Rent, or shall fail to pay within five (5) days after written notice from Lessor any additional Rent or other sums due under this Lease;

(b) Lessee shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on the Lessee's part to be observed or performed (other than the monetary payments referred to in subsection (a) above) and such failure shall continue and not be cured for a period of thirty (30) days after written notice to the Lessee by the Lessor; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Lessee shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Lessor, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence;

(c) Lessee shall have recorded or attempted to record this Lease;

(d) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy or similar laws of the United States or political subdivision thereof, or shall seek or consent to or acquiesce in the appointment of any Trustee, receiver or liquidator of all or any substantial part of

Lessee's properties, or shall make any assignment for the benefit of creditors, or shall admit in writing Lessee's inability to pay Lessee's debts generally as they become due;

(e) Lessee shall abandon the Premises or vacate the Premises prior to the expiration of the Lease term; or

(f) Lessee shall assign, sublet, lease or permit the Premises to be occupied by someone other than Lessee.

19. Lessor's Remedies.

(a) Upon the occurrence of an Event of Default, Lessor shall have the right, if Lessor so elects to give Lessee written notice of the termination of this Lease as of the date specified in such notice. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on the date so specified as fully and completely and with the same effect as if such date were the original date originally fixed by this Lease for the expiration of the Lease term and all rights of Lessee under this Lease shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(b) Upon the occurrence of an Event of Default, Lessor shall have the immediate right whether or not this Lease shall have been terminated) to re-enter and repossess the Premises or any part thereof by summary proceedings, ejectment, self-help, or otherwise and the right to remove all persons and properties therefrom.

(c) Upon the occurrence of an Event of Default, whether or not this Lease has been terminated, Lessor may relet the Premises or any part thereof in the name of Lessee or Lessor or otherwise, for such term or terms, which may be greater or less than the period which would otherwise have constituted the remaining balance of

the term of this Lease, and on such conditions, which may include concessions or free rent, and for such uses as Lessor may, in its discretion as to all such matters deem prudent. Lessor may collect and retain all Rents payable by reason of any such reletting.

(d) No termination of this Lease pursuant to this Section 20 or by operation of law or otherwise and no re-entry, repossession or reletting of the Premises or any part thereof, shall relieve Lessee of any of Lessee's liabilities and obligations under this Lease, all of which shall survive such termination, re-entry, repossession or reletting.

(e) Upon the occurrence of an Event of Default, Lessor shall be entitled by notice to Lessee to declare immediately due and payable, as if by the terms of this Lease all such amounts were payable in advance, the whole Rent for the entire balance of the Lease term, together with all additional Rent and all other sums required to be paid by Lessee under the terms of this Lease, and Lessor may proceed immediately to collect any or all of such amounts by any or all of the following means: distrains or other levy, action at law, filing a Proof of Claim in any bankruptcy, insolvency or like proceeding, or any other remedy at law or at equity available to Lessor at the time.

(f) In addition to the foregoing remedies, Lessor shall be entitled to receive as additional damages, the sum of the following: all reasonable attorneys' fees incurred by Lessor in collecting amounts due from Lessee under this Lease or otherwise incurred by reason of the occurrence of an Event of Default, all court costs and fees for collection, and all costs of re-entry and repossession, removal of property, distraint or

sale of property or other levy, watchmen's wages and other expenses of protecting the Premises from vandalism or other damage, and all other reasonable costs incurred by Lessor by reason of the occurrence of an Event of Default by Lessee hereunder.

20. Availability of All Remedies. No termination of this Lease, or taking or recovering of possession of the Premises, or entry of any judgment either for possession or for any money claimed to be due the Lessor, shall deprive the Lessor of any other action against the Lessee for possession, or for any money due the Lessor hereunder, whether as Rent, additional Rent, or otherwise, or for damages hereunder.

21. Non-waiver of Lessor's Remedies. Failure of the Lessor or the Lessee to exercise any right under the provisions of this Lease on any one or more occasions shall not be construed as a waiver thereof on any subsequent occasion and recourse to any one or more remedies granted by this Lease or by law shall not be deemed a waiver of or a bar to any other remedy or remedies, it being the intent that remedies shall be cumulative and not exclusive.

22. Notices. All notices and writings required under this Lease shall be deemed to be properly served if delivered personally or sent by registered or certified mail, return receipt requested, to the Lessor at 400 Saint Bernardine Street, Reading, Pennsylvania 19607-1799 or to Lessee at the Premises or at such other address as Lessor or Lessee, may designate in writing from time to time. All notices shall be deemed given when deposited in said mail.

23. Binding Effect. The conditions, covenants and agreements contained in this Lease shall be kept and performed by the parties hereto, shall be binding upon and

inure to the benefit of the Lessor and Lessor's successors and assigns, and the Lessee and Lessee's successors and permitted assigns.

24. Governing Law. This Lease shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

25. Broker. Lessor and Lessee warrant and represent to each other that they dealt with no brokers in connection with this Lease and agree to hold the other party harmless from and against any claims for commissions by any other broker arising by reasons of its actions in connection with the execution of this Lease.

26. Quiet Enjoyment. Upon Lessee's compliance with the terms and provisions of this Lease, including the payment of all Rent and additional Rent hereunder, Lessee shall peaceably hold and enjoy the premises during the Lease term, without hindrance or interruption by Lessor or any person claiming under Lessor.

BILL NO. _____-2007

A N O R D I N A N C E

**AUTHORIZING THE CONVEYANCE OF 1900 CENTRE AVENUE TO
COLONIAL ELECTRIC SUPPLY AND AUTHORIZING THE MAYOR TO EXECUTE
ALL REQUISITE DOCUMENTS FOR UNDERTAKING OF THIS CONVEYANCE**

WHEREAS, the City of Reading is the titled owner of premises situate at 1900 Centre Avenue, Reading, Berks County, Pennsylvania; and

WHEREAS, the City of Reading desires to transfer 1900 Centre Avenue, Reading, Berks County, Pennsylvania consisting of approximately 7437 square feet to the Colonial Electric Supply; and

WHEREAS, Colonial Electric Supply wishes to purchase and accept conveyance of 1900 Centre Avenue;

WHEREAS, Colonial Electric Supply owns property adjacent to 1900 Centre Avenue and desires to develop said tract in a manner that requires and to encompass the 7437 square feet of 1900 Centre Avenue;

WHEREAS, City of Reading intends to be bound and comply with the terms of this conveyance as set forth on the attached Exhibit A; and

WHEREAS, the City of Reading intends to convey said premises.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Conveyance of 1900 Centre Avenue from the City of Reading to Colonial Electric Supply is hereby approved and authorized pursuant to the terms of the Purchase and Sales Agreement attached hereto as Exhibit "A," for the sum of \$

The Mayor of the City of Reading is hereby authorized to execute any and all documents required to complete conveyance of the 1900 Centre Avenue to Colonial Electric Supply, the Purchase and Sales Agreement attached hereto, a deed(s), accordingly transferring said premises from the City of Reading to Colonial Electric Supply, and any or all easements permitting the

City's continued use and addition of parking for Reading Phillies baseball games on said premises as well as any other required documents to complete the conveyance of legal title.

SECTION 2. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(LAW DEPT.)

EXHIBIT A

BILL NO. _____

AN ORDINANCE

REVISING, PERMANENTLY, THE TRAFFIC PATTERN AND REGULATIONS OF THE CITY OF READING TO REMOVE THE RESTRICTION OF ONE-WAY TRAVEL, SOUTHBOUND, ON 12TH STREET FROM / BETWEEN ELM STREET AND / TO WALNUT BIRCH STREET TO PERMIT TRAFFIC TO TRAVEL SOUTHBOUND AND NORTHBOUND, TWO-WAY, ON 12TH STREET FROM / BETWEEN ELM STREET AND / TO WALNUT STREET.

WHEREAS, City of Reading Codified Ordinance Section 15-102 requires all permanent traffic regulations occur by Ordinance;

WHEREAS, 12th Street located between Elm and Walnut Streets is presently restricted to permit traffic to travel only one-way southbound;

WHEREAS, the Department of Public Works of the City of Reading, upon the request of the Reading School District, has recommended that restriction of traffic traveling only southbound, one-way, on 12th Street from / between Elm Street and / to Walnut Street be removed; and

WHEREAS, the Department of Public Works of the City of Reading makes the aforesaid recommendation to permit traffic to travel southbound and northbound on 12th Street from / between Elm Street and / to Walnut Street in the City of Reading.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The one-way restriction of traffic travel, southbound only, on 12th Street from / between Elm Street and / to Walnut Street is hereby removed. 12th Street from / between Elm Street and / to Walnut Street in the City of Reading shall permanently be altered to permit traffic to travel southbound and northbound. Said alteration shall permit travel of traffic southbound and northbound on 12th Street in its entirety between Elm Street and Walnut Street. The City of Reading traffic regulations are hereby changed to permit traffic to travel southbound and northbound on 12th Street from / between Elm Street and / to 13th Street in the City of Reading.

SECTION 2. The Department of Public Works and the City of Reading Engineer or his designee is hereby authorized and directed to take such further steps as may be necessary to carry out the provisions of this Ordinance including but not limited to preparing plans for said alteration of traffic pattern on 12th Street from / between Elm Street and / to Walnut Street and applying to and obtaining approval from the Commonwealth of Pennsylvania Department of Transportation, if necessary, for alteration of traffic on 12th Street from / between Elm Street and / to Walnut Street in

the City of Reading and appropriate signage change. The Department of Public Works and the City of Reading Engineer or his designee is hereby further authorized and directed to make any signs, signals, etc. changes as may be necessary and as approved by the Commonwealth of Pennsylvania Department of Transportation, as may be necessary, to alter the direction of travel on 12th Street from / between Elm Street and / to Walnut Street in the City of Reading to two-way, thereby permitting travel of traffic southbound and northbound on said section of 12th Street.

SECTION 3. All Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance.

SECTION 4. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. _____

AN ORDINANCE

REVISING, PERMANENTLY, THE TRAFFIC PATTERN AND REGULATIONS OF THE CITY OF READING TO REMOVE THE RESTRICTION OF ONE-WAY TRAVEL, EASTBOUND, ON WALNUT STREET FROM / BETWEEN 12TH STREET AND / TO BIRCH STREET TO PERMIT TRAFFIC TO TRAVEL EASTBOUND AND WESTBOUND, TWO-WAY, ON WALNUT STREET FROM / BETWEEN 12TH STREET AND / TO 13TH STREET.

WHEREAS, City of Reading Codified Ordinance Section 15-102 requires all permanent traffic regulations occur by Ordinance;

WHEREAS, Walnut Street located between 12th and Birch Streets is presently restricted to permit traffic to travel only one-way, eastbound;

WHEREAS, the Department of Public Works of the City of Reading, upon the request of the Reading School District, has recommended that restriction of traffic traveling only in an eastbound direction, one-way, on Walnut Street from / between 12th Street and / to Birch Street be removed; and

WHEREAS, the Department of Public Works of the City of Reading makes the aforesaid recommendation to permit traffic to travel eastbound and westbound on Walnut Street from / between 12th Street and / to 13th Street in the City of Reading.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The one-way restriction of traffic travel, eastbound only, on Walnut Street from / between 12th Street and / to Birch Street is hereby removed. Walnut Street from / between 12th Street and / to Birch Street in the City of Reading shall permanently be altered to permit traffic to travel eastbound and westbound. Said alteration shall permit travel of traffic eastbound and westbound on Walnut Street entirely between 12th and 13th Streets. The City of Reading traffic regulations are hereby changed to permit traffic to travel both eastbound and westbound on Walnut Street from / between 12th Street and / to 13th Street in the City of Reading.

SECTION 2. The Department of Public Works and the City of Reading Engineer or his designee is hereby authorized and directed to take such further steps as may be necessary to carry out the provisions of this Ordinance including but not limited to preparing plans for said alteration of traffic pattern on Walnut Street from / between 12th Street and / to Birch Street and applying to and obtaining approval from the Commonwealth of Pennsylvania Department of Transportation, if necessary, for alteration of traffic on Walnut Street from / between 12th Street and / to Birch Street in

the City of Reading and appropriate signage change. The Department of Public Works and the City of Reading Engineer or his designee is hereby further authorized and directed to make any signs, signals, etc. changes as may be necessary and as approved by the Commonwealth of Pennsylvania Department of Transportation, as may be necessary, to alter the direction of travel on Walnut Street from / between 12th Street and / to Birch Street in the City of Reading to two-way.

SECTION 3. All Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance.

SECTION 4. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

ORDINANCE NO. _____-2007
A BILL

**AMENDING THE CODIFIED ORDINANCES CHAPTER 1, PART 5 BY ADDING A
NEW SECTION "O" CREATING THE CITY OF READING DIVERSITY BOARD.**

Whereas: The City of Reading City Council creates a City of Reading Diversity Board who will work to foster a citywide commitment to diversity that extends from the Mayor and City Council throughout city government.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Section 1: Amending the City of Reading Codified Ordinances Chapter 1, Part 5 by adding a new Section "O" creating the City of Reading Diversity Board as follows:

§ 1-599.51. **PURPOSE.** The City of Reading City Council hereby creates a City of Reading Diversity Board to serve in an advisory capacity to the Mayor and City Council by providing input on policy and processes that promote and facilitate active involvement and participation by diverse cultures such as of race, color, religion, ancestry, national origin, age, sex, familial status, and handicap within the Reading Community.

§ 1-599.52. **RESPONSIBILITIES.** The City of Reading Diversity Board shall have the following responsibilities:

1. To promote understanding that accepts, celebrates and appreciates diversity within the Reading community, and
2. To serve as a resource and provide recommendations for the City regarding opportunities to address or promote diversity issues or programs within the city and community, and
3. To promote and encourage active involvement and participation by diverse cultures within the Reading community and city government, and
4. To enlist the cooperation of various groups in the community to participate in educational, cultural and other campaigns demonstrating an awareness of cultural and human diversity in the community.

§ 1-599.53. **MEMBERSHIP.** The Diversity Board shall be composed of nine (9) voting members, appointed by Council, chosen to serve three year staggered terms. The Diversity Board shall include one (1) representative of Council, one (1) member representing each of the AFSCME, FOP and IAFF employee work groups, one representative of the City management team, one (1)

representative from the Human Resources Department, and four (4) Reading citizens reflecting the geographic, demographic, technical, and non-technical backgrounds of our community.

A Diversity Board member may be removed by City Council for malfeasance, nonfeasance, misfeasance, misconduct or neglect of duty. Diversity Board members having three or more unexcused absences in a calendar year may be replaced by City Council. Notification of potential dismissal from the Advisory Council will be mailed by the Chair to the board member following a second absence within a calendar year.

§ 1-599.54. ORGANIZATION OF THE BOARD. The Diversity Board shall establish its own bylaws, establish offices and elect officers from its membership. To conduct any meeting a majority of the board shall be present. A majority of the board must vote affirmatively to approve any motion or action. The Diversity Board shall receive legal counsel from the City's Law Department and assistance from the Human Resources EEOC Administrator.

§ 1-599.55. POWERS AND DUTIES. It shall be the duty of the City of Reading Diversity Board to:

1. Annually review the city's progress in implementing a Citywide Diversity Plan and report the results of the review to the Mayor and City Council.
2. Issue reports and actively participate in ongoing dialog with the community consistent with the purpose of the Board.
3. To promote and encourage active involvement and participation by diverse cultures within the Reading community and city government.
4. Develop and propose municipal policies and procedures that increase diverse representation in the City's work force and assure fair and equitable treatment of all applicants, and
5. Create a mission statement that reflects the Purpose and Responsibilities defined herein.

§ 1-599.56. MEETINGS. The Diversity Board shall meet monthly on a day and time approved by majority vote of the board. The meetings of the board shall be publicized and open to the public in accordance with the Sunshine Act. Copies of meeting minutes will be provided to the City Clerk's Office.

§ 1-599.57. EXPENDITURES FOR SERVICES. City Council may, upon written request of the Diversity Board, appropriate funds for expenses incurred in the pursuit of achieving the purpose of this ordinance.

SECTION 2. EFFECTIVE DATE. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____



AGENDA MEMO

MANAGING DIRECTOR

TO: President Spencer and Members of the City Council

FROM: Leon Churchill, Managing Director

MEETING DATE: June 25, 2007

AGENDA MEMO DATE: June 13, 2007

RECOMMENDED ACTION:

To approve an Ordinance presented by the Administration relating to the annual salary for Frank Kasprovicz, Library Director, for the City of Reading.

RECOMMENDATION:

It is the recommendation of this Administration to increase the salary for the Library Director to \$67,087, a five (5%) percent increase, effective upon his anniversary date. The performance evaluation supporting this recommended action was conducted by the Reading Library Board.

BACKGROUND:

It is this Administration's position to make the salary level for all department directors as equitable and fair as possible. The salary increase for Frank Kasprovicz was proposed by the City of Reading Library Board.

The positive aspects and outlook in Mr. Hottenstein's performance include:

- Mr. Kasprovicz's excellent efforts to oversee all phases of the Library's functioning.
- He continues to function as Director, Assistant Director and Personnel Manager for the Library.
- Oversaw the creation of Staff Development Day.
- Received a Best Practices Award for the creation of "A Family Place".

- Completed the paperwork for final report of LSTA grant for Senior Resource Center.
- Sought and received St. Paul Travelers grant for member libraries of BCPL
- Hosted Summer Youth Roundtable at the Northeast Branch.
- Received \$20,000 in DCED funds for computers for the Main branch and furniture at the Southeast Branch.
- Received the “Albright College President’s Award for Leadership in Learning for a Lifetime”.

BUDGETARY IMPACT:

The 5% increase amounts to \$3,194. Funds are available in the City’s General Fund in the Library budget in various accounts.

PREVIOUS ACTION:

Not applicable.

SUBSEQUENT ACTION:

Not applicable.

RECOMMENDED BY:

The Mayor, Managing Director and the Library Board

RECOMMENDED MOTION:

Increase the present salary of the Library Director to \$67,087.

BILL NO. _____-2006

AN ORDINANCE

AN ORDINANCE OF THE CITY OF READING SETTING FORTH THE SALARY OF THE LIBRARY DIRECTOR.

SECTION 1. COMPENSATION. The salary of the Library Director, Frank Kasprowicz, shall be SIXTY-SEVEN THOUSAND EIGHTY SEVEN DOLLARS (\$67,087) per annum, payable in equal bi-monthly installments.

SECTION 2. BENEFITS. Frank Kasprowicz shall receive benefits accorded to other non-union management/professional personnel of the City.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective 10 days after the passage of Council.

Passed Council _____, 2007

President of Council

Attest:

City Clerk

RESOLUTION NO. _____

AUTHORIZING THE EXONERATION OF OUTSTANDING CITY PROPERTY TAX, PENALTIES AND INTEREST FOR THE YEAR 2006 FOR 1729 CENTRE AVENUE, READING, BERKS COUNTY, PENNSYLVANIA.

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

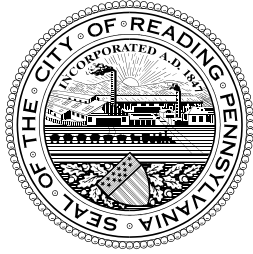
That the City of Reading, City Council does hereby authorize the exoneration of all outstanding City Property Tax, Penalties and Interest for the year 2006, for 1729 Centre Avenue, Reading, Berks County, Pennsylvania, owned by Total Family Christian Center, with an account number (PIN) of 14530726693799.

Passed Council _____, 2007

President of Council

Attest:

City Clerk



AGENDA MEMO

POLICE DEPARTMENT

TO: City Council
FROM: Chief William M. Heim
PREPARED BY: Chief William M. Heim
MEETING DATE: June 25, 2007
AGENDA MEMO DATE: June 15, 2007
REQUESTED ACTION: Promotion of Sergeant to Lieutenant

RECOMMENDATION

The Mayor and Police Chief recommend the promotion of Sergeant Stephen D. Powell to the rank of Lieutenant. Sergeant Powell was appointed to the department November 25, 1991.

BACKGROUND

There is one (1) vacancy for Lieutenant due to the recent retirement of Lieutenant Robert Shilling. Sergeant Powell took written and oral examinations for the position conducted by the Reading Police Civil Service Board. He is the next candidate for the position of Lieutenant on the list certified by the Board. In addition, the Police Chief has reviewed his performance, dependability, and conduct and the Mayor and Police Chief recommend Sergeant Powell for promotion.

BUDGETARY IMPACT

None. This funded position has become vacant due to retirement.

PREVIOUS ACTIONS

None

SUBSEQUENT ACTION

Council to take action to approve a resolution to promote Sergeant Stephen D. Powell to the rank of Lieutenant.

RECOMMENDED BY

The Mayor and Police Chief recommend approval.

RECOMMENDED MOTION

Approve/deny the resolution promoting Stephen D. Powell to the rank of Lieutenant with the Reading Police Department to be effective June 25, 2007.

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Sergeant Stephen D. Powell is promoted to the rank of
Lieutenant in the Reading Police Department, effective Monday, June 25,
2007.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

Hiring David Lehman as a Police Officer for the City of Reading
Police Department, effective Friday, June 1, 2007.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

Hiring Jason Freeman as a Police Officer for the City of Reading
Police Department, effective Friday, June 1, 2007.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Alfred Huff is appointed to the Environmental Advisory Board,
with a term ending June 25th, 2008.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Neil Brantley is appointed to the Environmental Advisory
Board, with a term ending June 25th, 2009.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Stephen Fuhs be appointed the Council representative to the
Blighted Property Review Committee, with a term ending December 31st,
2008.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

